

THE STATE OF ALABAMA

LIMESTONE COUNTY.

This agreement, in triplicate, this day made and entered into by and between Aurora P. McClellan, Memory M. Walker and Robert Henry Walker, her husband, and Thomas C. McClellan,

WITNESSETH: That

WHEREAS, out of the proceeds of the McClellan Home Place, in Athens, Alabama, the aforesaid parties created, by mutual agreement, a trust fund of \$8,070.00, with Robert Henry Walker and Thomas C. McClellan as Trustees thereof, which agreement is hereby made a part hereof as if set out herein; and

WHEREAS, the interest or income from said fund was agreed to be paid to Aurora P. McClellan during her life, and has to this time been so paid, and it was agreed that upon the decease of said Aurora P. McClellan the said trust fund is to be equally divided between Memory M. Walker and Thomas C. McClellan; and

WHEREAS, one-half of the said trust fund, viz., \$4,035.00, has been heretofore borrowed by the said Robert Henry Walker, one of the trustees, and invested in the residence now occupied by said Memory M. Walker and himself, with the agreement with the said Memory M. Walker that upon the arrival of the period of division of said trust fund under said existing contract or agreement she is to receive and treat the sum so loaned to her husband as her one-half of said trust fund; and

WHEREAS, it is the desire of all of said parties to make the like arrangement with respect to the other one-half of said trust fund with Thomas C. McClellan, the same being now loaned to Miss Lura Irvin and others, in Limestone county, Alabama; and

WHEREAS, it is the desire and purpose of all of the aforesaid parties to assure the said Aurora P. McClellan a monthly income of \$50.00; and

WHEREAS, to effectuate this arrangement with respect to said Thomas C. McClellan, it is necessary and intended to turn over and deliver to him the securities representing the one-half of said trust fund loaned to parties other than said Robert Henry Walker:

NOW, THEREFORE, in consideration of the premises, it is hereby mutually promised and agreed that the said Memory M. Walker and Robert Henry Walker, her husband, shall pay to the said Aurora P. McClellan the sum of \$25.00 monthly, and that the said Thomas C. McClellan shall pay to the said Aurora P. McClellan the sum of \$25.00 monthly, for and during the term of her life.

It is further agreed and understood that the notes and securities representing that portion of said trust fund loaned to parties other than said Robert Henry Walker be and they hereby are assigned, transferred and delivered to the said Thomas C. McClellan, and that upon the arrival of the period of division of said trust fund, the said securities so delivered to said Thomas C. McClellan ^{on the sum represented thereby,} shall be taken and treated by him as his one-half of said fund.

Witness our hands this 2nd day of May, 1921.

Aurora P. McClellan.

Memory M. Walker.

Robert Henry Walker

Thomas C. McClellan